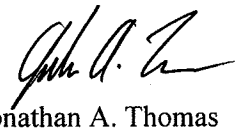
PRE-APPEAL BRIEF REQUEST FOR REVIEW (filed with the Notice of Appeal)	Docket Number 042933/373950
Application Number 10/804,087	Filed March 19, 2004
First Named Inventor: Juha R. Vallinen	
Art Unit 3687	Examiner Vanel Frenel

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request.

The review is requested for the reason(s) stated on the attached sheet(s).
Note: No more than five (5) pages may be provided.

Respectfully submitted,



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ATTACHMENT: Reasons for Requesting Pre-Appeal Brief Request for Review

These remarks are hereby filed concurrent with a Pre-Appeal Brief Request for Review and following a final Office Action dated March 2, 2010. The Final Office Action rejects all pending claims 1, 2, 5-10, 17-20, and 27-28 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0072412 to Young et al. (hereinafter "Young") in view of U.S. Patent Application Publication No. 2003/0115203 to Brown et al. (hereinafter "Brown") and in further view of U.S. Patent No. 6,188,994 to Egendorf (hereinafter "Egendorf"). In view of the following remarks, Applicant respectfully submits that the claims are in condition for allowance.

Claim 1, from which claims 2 and 5-10 depend, recites a method that includes initiating a provision of a service for at least two parties. The method includes verifying that each of the at least two parties is capable of paying for the use of the service. The method also includes generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for the use of the service. The method also provides charging for use of the service based on payment information.

Claim 17, from which claims 18-20 depend recite an apparatus that includes an enabler configured to enable simultaneous provision of a service for at least two parties. The apparatus also includes a verifier configured to verify that the at least two parties using the service are capable of paying for the use of the service. The apparatus also includes a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information. Communicating the at least one message between the at least two parties includes agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for use of the service.

Claims 27 and 28 are respective computer program claims and means-plus-function claims corresponding to one or more of the other independent claims; however, claims 27 and 28 each have their own scope.

As argued below, the teachings of Young, Brown, and Egendorf fail to disclose all of the elements of the claims, and therefore fail to provide the features discussed above.

Young is directed to an online gaming system that allows multiple players to play online games with one another over the internet. Players may connect to the online gaming system 100 from their user terminal 116 to a remote sever 104. A user interface is used to provide a log-in access page and to display user account information to the player upon receiving access to the online gaming system 100. Once a player has established a connection with the gaming system 100, the user may meet other potential opponents who have also successfully logged onto the gaming system 100 (see paragraph [0018] of Young). The players may be able to negotiate a monetary prize amount which is payable upon a player successfully winning a particular game. An example operation of the online gaming system 100 is illustrated in the flow chart of FIG. 5. A price incentive module 124 receives the player identifications, the game to be played, the prize amount, and the determined winner split, which may be decided by the players themselves. The only monetary negotiation in which the players engage is the prize amount.

Brown discloses a call completion system 100 (see FIG. 1 of Brown). In operation, a caller 102 submits a call request to server 110 to connect with a called party 104. Caller 102 identifies called party 104 with a telephone number, e-mail address, or another identifier which identifies called party 104. The called party 104 may have a predetermined preference setup to allow caller 102 to be placed as a caller with immediate service available or conversely as a blocked caller. A database may be used to store the call as a pending request. Ultimately, a classification is used to determine the information that is displayed to the party using the call service.

With respect to claim 1, the Final Office Action indicates that the cited art teaches "the principle comprising a definite choice of which of the at least two parties is responsible for paying the fee, wherein the definite choice is determined according to a result of a use of the service by one of the at least two parties that is different from a result of a use of the service by the at least one other of the at least two parties[.]" The Office Action cites Brown, Abstract and

page 2, paragraph 0025; however, the Office Action states immediately thereafter that "Young discloses all the limitations above." The Office Action fails to clearly articulate the rejection with respect to the aforementioned claim element and merely issues a broad (and somewhat ambiguous) statement suggesting that the element is somewhere taught between Young and Brown. In order to address the broad rejection, the claimed feature is herein addressed with respect to both Young and Brown. It is further noted that the similar element recited in independent claims 17, 27, and 28 is not addressed and **the rejections of claims 17, 27, and 28 are thus incomplete**. No reference is made in the rejections of any of these claims with respect to the common element reciting "the definite choice is determined according to a result of the use of the service by one of the at least two parties" which is further defined in claims 17 and 28 to include "that is different from a result of the use of the service by the at least one other of the at least two parties[.]"

With respect to the aforementioned claimed feature, Young discloses a "prize" amount that is bet on a game by players of the game such that the winner of the game receives the "prize" amount in a manner of wagering. Young specifically notes that "[t]he host can specifically derive an economic benefit through the sale of the online currency to the players and also through retaining a percentage of the winnings. As the profit that is generated by the host money is derived from the winnings, **the fee collected in this manner is more tolerable than a method in which a transaction fee is extracted for the simple playing of a game**." See page 1, paragraph [0004]. The claimed invention recites "verifying that each of the at least two parties is capable of paying for use of the service" rather than verifying that a party is capable of paying for a wager as required in the method of Young. Young does not involve a "fee" that is a certain amount, but rather skims a percentage of the wager to derive economic benefit. Thus, Young teaches away from the aforementioned claim element.

Brown teaches that the charges involved are determined before a call or session begins. Brown recites that "the party that will pay for the call may specify or request a desired telecommunication carrier or quality of service[.]" See page 3, paragraph [0032]. Thus, the party paying for the service is known prior to commencing the service. As such, Brown cannot teach "a definite choice of which of the at least two parties is responsible for paying the fee, wherein the definite choice is determined **according to a result of a use** of the service by one of the at

least two parties that is different from **a result of a use** of the service by the at least one other of the at least two parties" as claimed.

Additionally, the Final Office Action admits that neither Young nor Brown, nor the combination of Young and Brown teach "wherein providing for communication of the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that **unambiguously defines a party who is responsible for paying** for use of the service" and "notifying the network server of the agreement[.]" Office Action, page 3. However, the Office Action cites Egendorf to cure the deficiencies of Young and Brown.

Egendorf is directed to an internet billing method that includes establishing an agreement between an internet access provider and a customer and an agreement between the internet access provider and a vendor, wherein the internet access provider agrees with the customer and the vendor to bill the customer and remit to the vendor for products and services purchased over the internet. Egendorf discloses a system by which an internet provider serves as the billing and remitting agent in an internet purchase transaction.

Applicant asserts that Egendorf is improperly combined with the references of Young and Brown as the combination does not arrive at the claimed invention. Independent claim 1 recites, *inter alia* that "initiating, at a network server, a provision of a service for at least two parties; verifying that each of the at least two parties is capable of paying for use of the service[.]" Though it is not admitted, even if Young and/or Brown disclosed the aforementioned element, the disclosure of Egendorf is incompatible with this element and thus a combination is improper. Egendorf is directed to providing a service from a vendor to a customer with a provider facilitating the billing. Regardless of what the Examiner views as the "parties" of Egendorf, it is not feasible for more than one party to be capable of paying for the use of a service. As outlined by the quoted disclosure of Egendorf below, the invention of Egendorf is only contemplated and only compatible with a single vendor and a single customer for each service or product transaction. There is no disclosure to support the combination of Young, Brown, and Egendorf nor is there disclosure to suggest that a combination would be possible. Further, the teachings of Egendorf are non-analogous with those of Young and Brown as applied to the present application. Egendorf teaches only of a communication session with a single customer in a vendor-customer relationship, which is necessary to implement the teachings of Egendorf, while

Young and Brown teach gamer-to-gamer and caller-to-caller sessions respectively, which are incompatible with Egendorf.

The Office Action cites Egendorf to cure the deficiencies of Young and Brown by suggesting that Egendorf teaches "wherein communicating the at least one message between the at least two parties comprises agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for the use of the service[.]"The Office Action cites Egendorf, FIGS. 1 and 2, Col. 3, lines 20-41, and Col. 4 line 59 to Col. 5, line 12. FIG. 2 clearly illustrates in elements 16 and 17 "**Provider bills customer account**" and "**Provider remits payment to vendor**." Col. 3, lines 20-41 recite *inter alia* ""the provider has made arrangements with **vendors** who wish to **sell goods** and services over the internet **to the customers** of the provider[.]" Col. 4, line 59 to Col. 5, line 12 recites *inter alia* that "these agreements provide that the provider will bill the customer for goods and services purchased by them over the internet[.]" Each of the cited portions of the disclosure of Egendorf, together with the remainder of the disclosure of Egendorf recite that a customer is purchasing goods or services from a vendor. Egendorf only discloses that a purchase is made by a customer and that particular customer is billed for that purchase. There is no ambiguity with respect to who the purchaser is in Egendorf, thus there is no "**agreeing, between the at least two parties, to an occurrence that unambiguously defines a party who is responsible for paying for the use of the service**" as recited in independent claim 1, and similarly in independent claims 17, 27, and 28. The aforementioned "at least two parties" of the claimed invention are each capable of paying for the use of the service. Should the Examiner take the position that the "at least two parties" of Egendorf includes the vendor and the customer, which the Applicants believe is an improper interpretation, Egendorf then clearly becomes incongruent with the teachings of Young and Brown as the "at least two parties" as improperly interpreted would be incapable of each paying for the use of the service, as recited in the claims, and therefore the combination would be improper.

Applicants therefore respectfully submit that independent claims 1, 17, 27, and 28, and the claims that depend therefrom, are patentably distinct from Young, Brown, and Egendorf individually or in combination such that the rejections under § 103(a) are overcome and claims 1, 17, 27, and 28 are in condition for allowance.